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1992

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
of the State of Michigan

AND

THE LANSING COMMUNITY COLLEGE  
HOTEL EMPLOYEES & RESTAURANT EMPLOYEES, UNION LOCAL #24

*Lansing Community College*

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1992 AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE

AND

THE HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION LOCAL 24

**DESIGNATION OF PARTIES**

This Agreement is entered into this 17th day of November, 1992 by and between the Board of Trustees of Lansing Community College of the City of Lansing, State of Michigan, hereinafter designated as the "College", and the Hotel Employees and Restaurant Employees Union, Local 24, AFL-CIO, hereinafter designated as the "Union".

**PREAMBLE**

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of employees of the College covered by this Agreement, and that all such understandings must be in writing to be mutually binding. It is further understood and agreed that only the Director of Personnel may issue College regulations concerning wages, hours and working conditions which are binding on the College and then only if in writing and signed by the issuer.

The agreements concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement including those incorporated by reference shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the College without limit or exception including but not limited to pension programs, wage statements, benefit statements or employee personnel booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

**ARTICLE I. RECOGNITION**

Section 1.1 Collective Bargaining Unit

The College recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time cafeteria employees, excluding all managerial and supervisory employees, office clerical employees, and all other employees.

## Section 1.2 Definition of Employees

A full-time employee covered by the Agreement is defined as an individual who is regularly scheduled to work forty (40) or more hours per week. A regular "part-time" employee covered by this Agreement is defined as an individual who is regularly scheduled to work less than forty (40) hours per week but more than twenty (20) hours per week. Recognizing that the College has an independent obligation to provide work for students, the parties agree that student aides will not be regularly scheduled to work more than twenty (20) hours per week and will not be allowed to work more than thirty (30) hours per week. Student aides shall not be considered employees covered by this Agreement.

## Section 1.3 Union Cooperation

The Union agrees to cooperate with the College in all matters pertaining to the sales and consumption of College products and shall do everything within reason to promote a high degree of efficiency in its members' work.

## **ARTICLE II. MANAGEMENT RIGHTS\***

The Union recognizes the College's right to manage its affairs and direct its workforce and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees to maintain the College efficiently and consistent with fair labor standards. Further, the College has all the rights, power, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the College. Among the rights and responsibilities belonging to the College are the rights to decide the number and location of its facilities, work to be performed, amount of supervision necessary, schedule of work and generally to manage the Food Service Program of the College, providing that such authority will not be exercised so as to conflict with any provisions of this Agreement.

It is further recognized that the responsibility for the administration of the College, the selection and direction of the working forces, including the right to hire, suspend or discharge, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the College.

The College reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline; provided the same are not inconsistent with the provisions of this Agreement.

The College shall retain all other rights and prerogatives subject only to express restrictions on such rights, if any, as are provided in this Agreement.

\*The rights of the College as contained within this section may be delegated to a properly designated representative with notification to the Union President as to whom the designated representative will be.

### **ARTICLE III. CONDITIONS OF EMPLOYMENT**

#### Section 3.1 Work Day/Work Week

The work week shall commence on Sunday, at 12:01 a.m. and extend through midnight, Saturday. The normal work week shall consist of forty (40) hours. The regular work day shall consist of eight (8) scheduled working hours. This is not to be construed as a guaranteed work day or work week.

#### Section 3.2 Overtime

Overtime premiums shall not be paid more than once for the same hours worked.

#### Section 3.3 Overtime Rate

Overtime at the rate of time-and-one-half shall be paid for all work performed in excess of forty (40) hours in any one work week.

#### Section 3.4 Call-in Pay

Employees called into work during times other than the employee's regularly scheduled hours and who are physically capable of performing the work, may be assigned to any work available and shall receive a minimum of two (2) hours of pay at their regular rate of pay or at the rate of pay of the job being performed, whichever is higher.

#### Section 3.5 Probationary Employee

All newly hired employees or employees rehired following termination of their original date of hire shall be considered as probationary employees for a period of ninety (90) calendar days of employment. During and at the end of the probationary period, the College may discharge any such probationary employee at its discretion and such discharge shall be considered as a final and binding decision not subject to challenge or appeal on the part of the employee or the Union.

#### Section 3.6 Establishment of Date of Hire

A regular full-time employee's hire date shall be the date of his/her most recent starting date of full-time employment at the College. An employee's date of hire shall entitle him/her only to such rights as are expressly provided for in this Agreement.

#### Section 3.7 Termination of Hire Date

An employee's date of hire shall terminate at such time as the employee's full-time status at the College is severed for the following reasons:

- A. Voluntary quit or retirement.
- B. Disciplinary discharge.
- C. Failure to return to work when work is resumed following a layoff.
- D. Absence from work due to illness for a period equal to his/her date of hire or twelve (12) consecutive months, whichever is less.
- E. Absence from work for any reason for three (3) consecutive days without notifying his/her immediate supervisor or the supervisor's designated representative.

#### Section 3.8 Length of Service

The following circumstances will not be considered as a break in an employee's length of service:

- A. An authorized leave of absence for the purpose of sick leave not to exceed six (6) months.
- B. An authorized child bearing leave of absence for a period of time not to exceed six (6) months.
- C. An extended layoff for a period of six (6) months or less or a period of time equal to the employee's length of service, and providing the employee returns to work following the layoff.

#### Section 3.9 Reduction in Staff

The Board retains the exclusive right to determine whether to reduce personnel and/or operations. If such a reduction is directed, employees shall be laid off from their new classifications as set forth in Article VI of this Agreement. Probationary employees shall be laid off first. As to the further layoffs of non-probationary employees, length of service and qualifications shall be equally considered as factors in any layoff determination. For a period equal to the employee's length of seniority, up to a maximum of six (6) months, recall from a layoff will be made based on the criteria applicable to the layoff.

#### Section 3.10 Discipline and Work Rules

Employees are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement.

The College shall have the right to post work rules spelling out reasonable standards of expected employee conduct. Copies of these work rules will be given to the Union and also distributed to members of the bargaining unit.

#### **ARTICLE IV. EMPLOYEE BENEFITS**

The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular, full-time basis unless otherwise specified. Employee benefits will terminate with the effective date of an employee's termination.

The employee benefits listed hereunder are applicable only to full-time employees unless otherwise specified.

##### Section 4.1 Holiday Pay Eligibility

Regular full-time employees covered by this Agreement shall be entitled to holiday pay for Thanksgiving, the day after Thanksgiving, Memorial Day, and the Fourth of July providing they meet the following conditions:

- A. The employee must have been scheduled and worked, unless their absence is approved by their immediate supervisor, a minimum of one (1) day during the week prior to the holiday;
- B. The employee must have been scheduled and worked, unless their absence is approved by their immediate supervisor, a minimum of one (1) day during the week following the holiday.

To be eligible for holiday pay for Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Labor Day, regular full-time employees covered by this Agreement shall meet the following condition:

- C. The employee must not be on an extended layoff for a period of time exceeding one (1) week prior to the holiday or one (1) week following the holiday.

##### Section 4.2 Holiday Pay

If an employee is not scheduled to work on the holiday, holiday pay will be at the employee's normal rate of pay times the hours normally scheduled for work.

##### Section 4.3 Holiday Assignments

If an employee works on the holiday, all hours worked will be at one and one-half times the regular pay plus the holiday pay.

##### Section 4.4 Pyramiding

There will be no pyramiding of holiday pay.

##### Section 4.5 Holidays

For the purposes of this Article, holidays shall include:



Thanksgiving Day	New Year's Day
Day after Thanksgiving	Memorial Day
*Christmas Eve Day	Fourth of July
Christmas Day	Labor Day
*New Year's Eve Day	

\*Two (2) additional holidays--the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday or Friday.

Section 4.6 State and Federal Holiday Requirements

Whenever a state or federal statute requires that any of the above designated holidays be observed on a day or date other than the actual day or date of the holiday, the holiday shall be observed on the day or date observed by state or federal employees.

Section 4.7 Vacation

Full-time employees shall earn vacation leave with pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Paid Vacation</u>
Employed less than three (3) years	5 days (.416 days/mo.)
Employed three (3) years but less than eight (8) years	10 days (.833 days/mo.)
Employed eight (8) years or more	15 days (1.25 days/mo.)

Section 4.8 Qualifying Date

The vacation year shall be each July 1 through the following June 30. The qualifying date for computing an employee's entitlement to vacation with pay shall be the employee's length of full-time service as of each July 1.

Section 4.9 Vacation Period

Vacation days will be used during the year in which they are earned. No vacation days will be carried over from one year to the next providing the employee is allowed to take his/her vacation during the year of entitlement.

Employees shall not be permitted to use vacation days before they are earned. Vacation credit for new employees shall accrue from the date of employment. An employee beginning work on or before the fifteenth (15th) of any month shall earn vacation credit for that month. If work is begun on the sixteenth (16th) or after, no credit shall be given for that month.

All vacation requests shall be in writing and subject to the approval of the immediate supervisor. Primary consideration shall be given to cafeteria staffing requirements. In accordance with the vacation quotas mentioned below, preference will be provided based on an employee's length of service for all vacation requests submitted prior

to March 1 of the vacation year. Vacation requests submitted after March 1 will be considered on an individual basis and submitted two (2) weeks prior to the requested vacation period. In no case shall vacation be taken in less than one (1) regular work day. At the time of termination of employment where less than one (1) day of vacation has been earned but not taken, the employee will be compensated for that portion of vacation time earned.

During periods of operation, no more than one (1) employee per job classification and no more than a total of two (2) employees, may take vacation(s) on the same date(s).

#### Section 4.10 Rate of Pay

The rate of pay for the vacation period shall be the employee's regular rate at the beginning of his/her vacation period.

#### Section 4.11 Vacation Pay Eligibility

In the case of voluntary quit or discharge for cause, the employee affected shall be paid vacation time for time earned, except the employee must have one (1) or more years of service.

#### Section 4.12 Group Life Insurance

The College will pay the necessary premiums to provide each employee with a group term life insurance policy in the amount of \$20,000 with an accidental death rider of equal amount. The Board of Trustees reserves the right to name the carrier.

#### Section 4.13 Child Bearing Leave of Absence

An unpaid leave of absence for child bearing purposes may be granted following an employee's period of disability (as determined by the attending physician) not to exceed six (6) months. Requests for this type of leave shall be made ninety (90) days prior to the expected birth of the child. Requests received less than ninety (90) days prior to the expected birth of the child will be considered when such requests are made at the direction of the attending physician. Failure to return to work following the expiration of the child bearing leave of absence shall be considered as a voluntary quit.

#### Section 4.14 Medical Insurance

The College will provide a comprehensive hospitalization/surgical insurance plan for all eligible full-time employees and their current spouse and dependent children (as defined by the Internal Revenue Service) on the following basis:

A. Enrollment in this plan is on a voluntary basis only; no employee may be required to participate.

B. Hospitalization insurance coverage will normally commence on the first of the month following the date of hire.

- C. All participating employees will be provided with a booklet explaining all the basic provisions of the plan.
- D. This medical insurance plan will include a Master/Major Medical option with an annual \$150 deductible for one person or \$300 deductible for two or more persons with reimbursement of expenses on a 90/10 percent basis after the deductible.
- E. This medical insurance plan will also include a \$5.00 member prescription drug co-pay plan.
- F. The Board of Trustees reserves the right to name the carrier.
- G. The College will provide full-time cafeteria employees with their choice of three hospitalization plans, they are: Blue Cross/Blue Shield (BC/BS), current Health Central (HC), and the current Physician's Health Plan (PHP).

Annual open enrollment periods will be so designated by the Personnel Department at which time full-time employees may elect BC/BS, HC, or PHP. Whichever insurance plan the employee chooses shall remain in effect for the duration of the Agreement unless the College otherwise agrees to permit an employee to change coverage at other times. If an employee elects HC or PHP, the College will pay therefor a sum equal to the cost of BC/BS for the appropriate category of single, individual and spouse, or full family, and the employee will pay any additional cost through payroll deduction. If the cost of BC/BS coverage is more than that of HC or PHP, the employee receiving such different coverage will not be entitled to a cash rebate.

The following amounts will be contributed by full-time cafeteria employees through payroll deductions toward the premium charged for the appropriate type of hospitalization coverage (single subscriber, two person or full family):

1992-93	4.5% of the monthly premium beginning September of 1992
1993-94	4.5% of the monthly premium beginning September of 1993
1994-95	5% of the monthly premium beginning September of 1994
1995-96	5% of the monthly premium beginning September of 1995

#### H. Payment in Lieu of Hospitalization

All full-time employees will be eligible to receive an \$80 monthly payment in lieu of receiving College sponsored hospitalization insurance. Acceptance of this concept will provide additional income for those employees who elect to opt out of hospitalization insurance coverage and also assist the College in containing the increasing costs of medical insurance.

Eligible full-time employees may opt for this plan at any time during the year. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances.

Full-time employees interested in participating in this concept should notify the Personnel Department to complete the necessary paperwork.

#### Section 4.15 Long Term Disability

The College shall maintain a long term disability (LTD) policy for all eligible full-time employees which provides 60% of the previous year's monthly salary [previous year's annual salary (September through August) divided by 12 months] following ninety (90) consecutive calendar days up to a \$1,000 monthly maximum and providing that these benefits will be coordinated with payments from Federal Social Security, the Michigan Public School Employees Retirement Fund, and worker's compensation benefits.

Following the receipt of LTD benefits for a period of twelve (12) consecutive months, an employee shall be considered an automatic termination from Lansing Community College. Thereafter LTD insurance benefits will continue for the extent of the disability as determined by the insurance carrier or until age 65, whichever occurs earlier.

At the time an employee becomes eligible and receives LTD benefits, all Lansing Community College employee benefits, with the exception of life insurance, will cease. Life insurance coverage will be discontinued after twelve (12) consecutive months of disability. An employee may continue to participate in the College's hospitalization, vision care, and dental programs by making direct payments for such coverage.

#### Section 4.16 Dental Insurance

The College will provide full-time employees, current spouse and dependent children (as defined by the Internal Revenue Service) with a dental insurance plan consisting of 85% co-pay for diagnostic and preventive services; 75% co-pay for restorative, endodontic, periodontic, and surgical services; and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year. The Board of Trustees reserves the right to name the dental insurance provider.

Dental coverage will normally commence on the first day of the month following the date of hire.

#### Section 4.17 Vision Care Program

The College will provide full-time employees, current spouse and dependent children (as defined by the Internal Revenue Service) with a vision care program. The Board of Trustees reserves the right to name the vision insurance provider.

Vision care coverage will normally commence on the first day of the month following the date of hire.

#### Section 4.18 Definition of Sick Leave

Sick leave is defined as an absence of an employee from work by reason of verified illness or accident which is non-work related and not compensable under the Worker's Compensation Act.

#### Section 4.19 Sick Leave Eligibility

An employee who is absent from work due to illness is eligible to receive paid sick leave at his/her regular rate of pay on the basis of one (1) day of sick leave for each month of employment.

Employees shall not be permitted to use sick leave days before they are earned. Sick leave credit for new employees shall accrue from the date of employment. An employee beginning work on or before the fifteenth (15th) of any month shall earn sick leave credit for that month. If work is begun on the sixteenth (16th) or after, no credit shall be given for that month.

#### Section 4.20 Sick Leave Accrual

Sick leave days shall not accrue beyond ninety (90) days.

#### Section 4.21 Sick Leave Application

Sick leave days shall be used only for the purpose of the employee's non-work related illness, accident or hospitalization.

#### Section 4.22 Sick Leave Verification

Sick leave days will not be applied to a work related injury or illness that is compensable under the Worker's Compensation Act.

#### Section 4.23 Notification and Proof of Illness

To be eligible for benefits under this section, an employee who is absent must notify his/her supervisor at least one (1) hour before the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call. In the event an employee is absent for three (3) days due to illness, injury, etc., the College may require written verification from a licensed physician before payment of sick leave.

#### Section 4.24 Bereavement

If death occurs in the immediate family (father, mother, sister, brother, son, daughter, current spouse, grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, and grandchildren) of an employee, the employee will be compensated for time lost during the five (5) day period immediately following the date of death for the purpose of attending the funeral.

Bereavement leave shall not be deducted from sick leave time.

#### Section 4.25 Critical Family Illness

Effective September, 1994, and with the approval of their immediate supervisor and the Divisional Dean, an employee may request to be excused for a maximum of five (5) days per year if his/her presence is required in the event of critical illness to a member of the

immediate family (same definition of immediate family as Section 4.24 above). Critical family illness is defined as a life threatening situation.

Critical family illness leave shall not be deducted from sick leave time.

#### Section 4.26 Parking

- A. The College will strive to provide parking at no cost for the surface lots. Employees will be provided with the same parking privileges as all other College employees.

The following parking fees shall be in effect for the College parking facility:

- |  |          |
|--|----------|
| 1. Academic year beginning Fall Term, 1992:        | \$110.00 |
| 2. The annual charge will be pro-rated as follows: |          |
| a. Winter through summer                           | - 75%    |
| b. Spring through summer                           | - 50%    |
| c. Summer only                                     | - 25%    |

- B. The Board may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at Board expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
- C. A fee of \$5.00 will be charged for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
- D. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
- E. In the event that the College determines it necessary to increase parking fees in the College parking facility prior to the termination of this Agreement, the College will notify the Union in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

#### Section 4.27 Jury Duty

An employee with one (1) year or more of full-time service who is absent from scheduled work with the College for jury duty shall receive the difference between what the employee would have earned at his/her regular straight time rate of pay had the employee been at work and the payment received for such jury duty, provided that:

- A. the employee furnishes the employer with evidence of jury pay from the clerk of the court wherein he/she served as a juror and,
- B. the employee reports for work on a regularly scheduled work day when he/she is excused from jury duty at such time as will permit the employee to work at least four (4) hours.

Jury duty pay shall be limited to sixty (60) days in any calendar year.

#### Section 4.28 Admission to Lansing Community College Courses

- A. Full-time employees will be granted tuition scholarships for courses they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours. Lunch hour periods will not be significantly changed to accommodate use of tuition scholarships. It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
- B. Dependents of full-time employees as defined by the Internal Revenue Service for income tax purposes, (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

#### Section 4.29 Unemployment Compensation Benefits

In accordance with the regulations established by the Michigan Employment Security Commission, it is generally understood that cafeteria employees will not be eligible for unemployment benefits during breaks in the College year which occur between academic terms/semesters/years when these employees have reasonable assurance of employment for the following academic term/semester/year. It is also generally understood that in accordance with the same regulations, employees may be eligible to receive unemployment compensation when they are not scheduled to work during a period of time that they would normally be scheduled to work.

### **ARTICLE V. GRIEVANCE PROCEDURE**

#### Section 5.1 Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.

An "aggrieved employee" is the employee(s) who is directly affected and therefore will make the allegation. The Union is the aggrieved when Union rights have allegedly been violated. Union grievances will commence in writing at Level Three.

## Section 5.2 Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible.
- B. Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement.

## Section 5.3 Supplemental Conditions

- A. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
- B. If appropriate action is not taken by the employee or the Union within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
- C. The time limits specified may be extended by mutual agreement.
- D. The grievant shall, at the request of the College or the Union, be present at all grievance meetings and hearings.
- E. Either party may, at all levels of the grievance procedure, have the right to internal representation.
- F. A supply of grievance forms shall be on file with the Director of Personnel and the Union.
- G. No grievance shall be processed unless initiated and carried to the next step within the time provided herein or as extended by mutual agreement.

## Section 5.4 Procedure

- A. Level One (Grievances can be settled at Level One without setting a precedent in future cases.)
  - 1. The employee shall discuss the complaint with his/her immediate supervisor within five (5) working days of the event giving rise to the grievance in an attempt to resolve the matter informally. The supervisor shall render an oral decision within five (5) working days of this discussion. If the aggrieved employee is not satisfied with the oral decision, he/she shall formally file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) working days of the event giving rise to the grievance.



2. Within five (5) working days of the filing date, the aggrieved employee will make the necessary arrangements to meet with the immediate supervisor and/or the Program Director in an attempt to resolve the complaint. A written answer shall be given within ten (10) working days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.

B. Level Two

1. If the aggrieved is not satisfied with the Level One answer, or if no decision has been rendered in the time specified, a letter shall be sent within five (5) working days thereafter by the grievant to his/her Divisional Dean, stating his/her desire to pursue the issue at Level Two. At this level, the grievance or letter must be co-signed by both the aggrieved and the Union.
2. Within five (5) working days of receipt of the grievance at Level Two, the aggrieved employee will make the necessary arrangements to meet with the Divisional Dean or his/her designee to discuss the issue(s). A written answer shall be given within ten (10) working days after such meeting. Copies of the answers shall be sent to the parties as in Section 5.4, (A.2.) above.

C. Level Three

1. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) working days thereafter by the aggrieved to the Director of Personnel, stating the desire to pursue the issue at Level Three. At this level, the grievance or letter must be signed by both the aggrieved and the Union.
2. Within five (5) working days of receipt of such grievance, the aggrieved employee will make the necessary arrangements to meet with the Director of Personnel or his/her designee to discuss the issue. Within ten (10) working days after such meeting, the Director of Personnel or his/her designee will render a written answer regarding this matter. Copies of the decision shall be sent to the parties as in Section 5.4, (A.2.) above.

- D. Matters involving Union grievances will be discussed with the Divisional Dean within fifteen (15) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Union desires to pursue the matter further, the issues may then be reduced to writing. Written Union grievances initiated at this level shall be filed with the Divisional Dean within fifteen (15) working days following this informal meeting. Within five (5) working days of the receipt of the Union grievance, the Union will make the necessary arrangements to meet with the Divisional Dean in an attempt to resolve the complaint.

A written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in Section 5.4, (A.2.) above.

If the Union is not satisfied with the Divisional Dean's disposition of the grievance, a letter shall be sent within five (5) working days thereafter by the Union to the Director of Personnel stating their desire to further pursue the issue. At this level, the grievance or the letter must be signed by the Union. Within five (5) working days of the receipt of such grievance, the Union will make the necessary arrangements to meet with the Director of Personnel or his/her designee to discuss the complaint. A written answer will be given within ten (10) working days of such meeting. Copies of this settlement shall be sent to the parties as in Section 5.4, (A.2) above.

- E. Any grievance processed through all steps of the grievance procedure is subject to challenge in a court of competent jurisdiction. The decision to challenge this matter in court shall be made within sixty (60) days following receipt of the written answer by filing suit and giving notice to the College's Director of Personnel.

#### Section 5.5 Grievance Hearings

The College will attempt to schedule grievance hearings so as to minimize conflict with the employee's regularly assigned duties. Any time spent by an employee in grievance hearings under the terms of this provision and during regular working hours shall be considered as time not worked.

### **ARTICLE VI. WAGE AND CLASSIFICATION STRUCTURE**

- A. Probationary employees shall receive an hourly rate of pay which is ten cents (10¢) less than the regular rate of pay for employees assigned to Food Service I and II classifications.
- B. The percentage rate of salary increase for all bargaining unit employees for each fiscal year of this Agreement shall be determined in the following manner and added to the employee's base salary for each year:

1. 1991-92

<u>Job Title</u>	<u>Wage Rate</u>
Food Service Lead	\$8.76/hour
Food Service Caterer	\$8.76/hour
Food Service Worker	\$7.91/hour

2. 1992-93

The 1992-93 hourly salary will be the 1991-92 hourly salary plus 4.26%.

3. 1993-94

The 1993-94 hourly salary will be the 1992-93 hourly salary plus 5%.

4. 1994-95

The 1994-95 hourly salary will be the 1993-94 hourly salary plus 5%.

5. 1995-96

The 1995-96 hourly salary will be the 1994-95 hourly salary plus 4%.

**ARTICLE VII. GENERAL PROVISIONS**

Section 7.1 Bulletin Boards

The College shall make space available on the bulletin board for notices of Union meetings and social functions.

Section 7.2 Gender

Whenever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

Section 7.3 Uniforms

The College will furnish each full-time employee with three (3) uniforms. Employees will be expected to maintain their own uniforms.

Section 7.4 Meal Allowances

All employees shall receive one meal for each meal period worked and will also receive a thirty (30) minute unpaid lunch period.

Section 7.5 Rest Periods

All regular full-time employees will be allowed one (1) fifteen (15) minute rest break within four (4) hours of employment.

Section 7.6 First Aid Kits

Each kitchen shall be provided with proper first aid kits and all kits shall be replenished as needed.

Section 7.7 Job Posting

When new bargaining unit jobs are available or when bargaining unit vacancies occur, excluding supervisory positions, employees may be promoted to higher paying jobs within the bargaining unit in accordance with the following procedure:

- A. When a job vacancy occurs, excluding supervision, the College will post the job for seventy-two (72) hours excluding Saturday, Sunday and holidays. If any employees are on layoff, the College will notify the Union representative of the job posting.
- B. Eligible employees desiring to apply for a vacant position may do so through the Personnel Department. The successful applicant will be chosen on the basis of his/her overall qualifications and years of service. The employer reserves the right to determine ability and qualifications.
- C. It is understood and agreed that there will be only one posting when a vacancy occurs. If an employee is awarded the job and does not adequately perform the job within five (5) working days, the employer may appoint another applicant to the job. If a current employee is awarded the job and fails to adequately perform the job during the first five (5) working days, the employee shall be returned to his/her original position.
- D. All employees may bid on a job vacancy (full or part-time).

#### Section 7.8 Transfer/Reassignment

When an employee is assigned to work in a higher rated classification for one or more hours, the employee shall be paid at the rate of pay assigned to the higher classification for all hours worked in that classification.

### **ARTICLE VIII. UNION SECURITY**

#### **A. Maintenance of Membership**

Any employee who is a member of the Union thirty (30) days after the date of this Agreement, or who thereafter becomes a member of the Union shall, as a condition of employment, continue and remain as a member of the Union in good standing for the duration of this Agreement. Good standing shall be defined to mean the obligation to tender all periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. In the event that such a member shall not pay such amount directly to the Union, the Board may cause the termination of employment of such member. The parties expressly recognize that the failure of any member to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

#### **B. Voluntary Check-Off**

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of professional dues in the Union in the amount established by the Union, or of the service fee as provided above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct one-tenth (1/10) or other designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

The Union shall indemnify and save the employer harmless from any and all such claims, demands, suits or any other action arising from this Article.

#### **ARTICLE IX. SUCCESSORSHIP**

If the College contracts out its entire cafeteria operations to another organization during the term of this Agreement, the College will provide in any such contract a commitment that the new organization will initially offer employment to those employees immediately theretofore covered by this Agreement.

#### **ARTICLE X. SAVINGS CLAUSE**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE XI. NO STRIKE**

During the term of this Agreement, neither the Union nor any employee, either individually or collectively, who is covered by this Agreement, shall authorize or take part in any interruption of any operations of the Board. Any employee who violates this section of the Agreement may be discharged by the Board. The Union agrees it will not oppose the discharge or discipline of any employee who influences, leads or induces other employees to take part in any unauthorized strike, work stoppage or slowdown. The Board agrees that there shall be no lockouts during the term of this Agreement.

#### **ARTICLE XII. WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the College and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE XIII. DURATION OF AGREEMENT**

This Agreement shall commence the seventeenth day of November, 1992 and shall continue in full force and effect until August 31, 1996 when it shall terminate. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF TRUSTEES

BY: Sharon A. Reid  
Sharon A. Reid  
Chairperson

BY: Melvin M. Villarreal  
Melvin M. Villarreal  
Secretary

HOTEL EMPLOYEES & RESTAURANT EMPLOYEES

BY: Margarita Gonzales  
Margarita Gonzales  
Steward

BY: Florence J. Farr  
Florence J. Farr  
Secretary/Treasurer

BY: Daniel J. Spinks  
Daniel J. Spinks  
President

BY: Carol Bronson  
Carol Bronson  
Representative

